

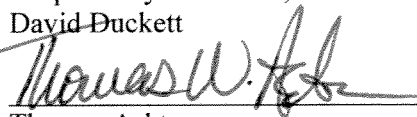
Debtor)
) Chapter 7
) Case No. 11-51353

WHEREFORE, our Applicant prays that said garnishment be quashed and that such other and further relief be granted as the nature of this case may require.

Copies hereof are directed by mail to the debtor, attorney for creditor, debtor's employer and the Clerk of the above-referenced District Court.

Respectfully submitted,
David Duckett

By:


Thomas Ashton
Attorney for Applicant

Marilyn Ann Solomon
Attorney At Law
130 East Cork Street
Winchester, VA 22601
(540)678-0569

CERTIFICATE OF MAILING

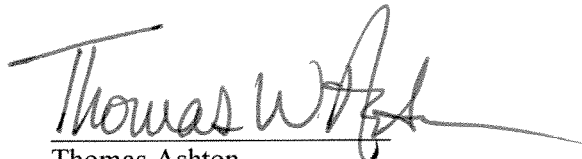
The undersigned certifies that the foregoing Application to Quash Garnishment was sent on this 22nd day of September, 2011, by First Class U.S. Mail, postage prepaid, to the following persons or entities:

District Court of Maryland
for Garrett County
205 S. 3rd Street
Oakland, MD 21550
Court

Unifund CCR Partners
c/o Stephen Peroutka
Peroutka & Peroutka, PA
8028 Ritchie Highway Ste. 300
Pasadena, MD 21122
Attorney for Creditor

Trex Co., Inc.
Attn: Payroll Dept.
160 Exeter Drive
Winchester, VA 22603
Debtor's Employer

David Duckett
311 Emily Lane
Winchester, VA 22602
Debtor


Thomas Ashton

PEROUTKA & PEROUTKA, P.A.

ATTORNEYS AT LAW

Stephen G. Peroutka
Michael A. Peroutka

8028 Ritchie Highway
Suite 300
Pasadena, MD 21122

Gregory M. Quinlan*
Collection Manager
Shawn P. Kennedy*
Collection Manager

Scott T. Whiteman
(410) 768-2424

1-800-899-2424

*Not admitted to practice law
Fax (410) 553-9491

September 13, 2011

Trex Co Inc
s/o Payroll Dept
160 Exeter Dr
Winchester, VA 22603

RE: David A Duckett
SS#: 364-70-9942
CASE #: 565-2005
OUR FILE #: 05-28252-0

Dear Garnishee:

The following is a break-down of the payment received from Trex Co Inc for the above captioned case on September 12, 2011:

Balance from last report: \$6,750.81
Total payment received: \$364.51
Additional Interest accrued since last payment: \$16.20

Payment Allocation

Interest: \$16.20-
Principal: \$348.31-
Attorney Fees: \$.00
Court Costs: \$.00

Total Balance as of September 13, 2011

Interest: \$.00
Principal: \$5,027.43
Attorney Fees: \$1,280.07
Court Costs: \$95.00
TOTAL: \$6,402.50

Please keep in mind that interest continues to accrue on this judgment at 10.000% which computes to \$1.38 per day on the principal amount.

If you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

Peroutka and Peroutka, P.A.

555

This communication is from a debt collector.

The Attorneys in this firm are only licensed to practice in the State of Maryland.

This is an attempt to collect a debt and any information obtained will be used for that purpose.



DISTRICT COURT OF MARYLAND FOR

GARRETT COUNTY

City/County

Located at

205 S 3rd St Oakland MD 21550

Case No.

565-2005

Court Address

Unifund CCR Partners

Name/s Stephen G. Peroutka #1114

VS.

Name David A Duckett

103 E St

Peroutka & Peroutka, P.A.

Address

Mountain Lk Pk Maryland 21550

3028 Ritchie Highway S-300

Pasadena, MD 21122

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

XXX-XX-9942

Social Security Number

SERVE ON:

Trex Co Inc

☐ Serve by Sheriff/Constable

Employer/Garnishee Name

s/o Payroll Dept

☐ Send by Restricted Delivery Mail

160 Exeter Dr

Address

☒ Serve by Private Process

Winchester VA 22603

REQUEST FOR GARNISHMENT ON WAGES (3-646) (WRGW)

PLEASE ISSUE A WRIT OF GARNISHMENT on the judgment in the above entitled case to be directed to the Employer/Garnishee named above. ☐ Judgment was by confession. Judgment was entered on November 21, 2005

THE AMOUNT NOW DUE on the judgment is as follows:

\$ 9,588.73 Original amount of judgment (excluding costs and attorney's fees)

1202 565 2005
GARNISH WAGES 10.00

\$.00 Less total credits

\$ 9,588.73 Net

08/16/10 07:58 07/02/24 120201

\$ 4,531.58 Plus post-judgment interest, on \$ 9,588.73, at 10 %, for period from November 21, 2005, to August 12, 2010, Year Year

\$ 60.00 Plus court costs due, including this Writ.

\$ Plus additional post-judgment interest, on \$ See Monthly Creditors Report, at %, for period from Year to Year

\$ 1,280.07 Plus attorney's fee, if allowed by judgment.

\$ 15,460.38 TOTAL DUE ON JUDGMENT

GARNISHEE: See reverse side for additional instructions.

Signature of Plaintiff or Attorney
Stephen G. Peroutka #1114
Peroutka & Peroutka, P.A.
3028 Ritchie Hwy, Ste 300
Pasadena, MD 21122
800-899-2424

Michael A. Peroutka
Print Name
Scott T. Whiteman
Address
Sean P. Daly
Telephone

WRIT OF GARNISHMENT ON WAGES (3-646)

TO THE GARNISHEE:

05-28252-0 This communication is from a debt collector.

YOU ARE HEREBY ORDERED to withhold the attachable wages of the Defendant/Debtor for any work week or other pay period until the judgment, interest, other charges and costs as specified under the terms of the judgment are satisfied or until otherwise notified by this court. In addition to the exemptions shown on the reverse side of this writ, other Federal and State exemptions may be available.

☐ YOU ARE HEREBY ORDERED to withhold any attachable wages and not to distribute the same, subject to the further order of this Court because the judgment is not yet final.

YOU ARE FURTHER ORDERED to send the amount withheld to the Plaintiff/Creditor or attorney for the Plaintiff/Creditor within fifteen (15) days after the close of the last pay period of the Defendant/Debtor each month. If you assert a defense or are notified that the Defendant has done so, you are to send the withheld wages to the Court.

YOU ARE FURTHER ORDERED, within thirty (30) days of the date this Writ is served on you, to complete the Answer on the reverse side of this Writ and to return one copy to the Court, one to the Plaintiff/Creditor and one to the Defendant/Debtor. You must state whether the Defendant/Debtor is employed by you, and if so employed, state the rate of pay, and whether there are any prior attachments against the wages which are or may become payable. If you do not file a timely answer, the Court, on motion of the Creditor, may order you to show cause why you should not be held in contempt and require you to pay reasonable attorney's fees and costs.

A copy of this Writ shall be given to the Defendant. The Defendant/Judgment Debtor may at any time contest the Garnishment by filing a motion asserting a defense or objection.

August 16 2010
Date

Patricia Y. Gafford
Judge/Clerk

INSTRUCTIONS TO GARNISHEE

1. Commercial Law Article §§ 15-601 to 607 of the Annotated Code of Maryland and Rule 3-646 govern wage attachment procedures.
2. By written motion, both a Defendant/Debtor and an Employer/Garnishee may assert any defense to contest the attachment.
3. If your answer denies the fact of employment, the Court may dismiss the attachment unless the Plaintiff/Creditor files a request for a hearing within (15) days of the receipt of the answer.
4. If you do not file a timely answer, the Court may, upon motion of the Plaintiff/Creditor, issue an order directing you to show cause why you should not be held in contempt of court, and why you should not be required to pay reasonable attorney's fees and costs.
5. You must notify the employee each pay period of the amount withheld and the method used to determine the amount. This may be done by the use of pay stubs, pay slips, etc.
6. If there is more than one attachment, each one is to be satisfied in full, in the order in which they are served upon you.
7. This attachment remains a lien until the judgment is paid in full, or as long as the employee remains employed. Accruing interest may increase the amount of the judgment in the future, and it is also possible that additional costs accruing under the judgment may increase this total at a later date. It is also possible that payments made independently of this attachment may decrease the total balance due. Before ceasing to withhold any wages under this attachment, it is suggested that you communicate with the Plaintiff/Creditor or his attorney to ascertain that the judgment has been completely satisfied.
8. The attachment terminates ninety (90) days after cessation of employment, unless the Defendant/Debtor is reemployed during that ninety-day period.
9. The law provides that an employer may not discharge his employee because the employee's wage are subjected to attachment for any one indebtedness within a calendar year and that any employer who willfully violates this provision is guilty of a misdemeanor and on conviction, is subject to a fine not exceeding \$1,000 or imprisonment not exceeding one year, or both.

EXEMPTIONS FOR GARNISHMENT

THE FOLLOWING ARE EXEMPT FROM GARNISHMENT: (1) the greater of: (a) 75 percent of the disposable wages due; OR (b) 30 times the federal minimum hourly wages under the Fair Labor Standards Act in effect at the time the wages are due; AND (2) any medical insurance payment deducted from an employer's wages by the employer. Other federal and state exemptions may be available.

Disposable wages are the part of wages that remain after deduction of any amount required to be withheld by law.

ANSWER

(TO BE FILED WITHIN 30 DAYS FROM RECEIPT OF THE WRIT OF GARNISHMENT ON WAGES.)

The answer of the Garnishee to the Writ of Garnishment served in this case, reports as follows:

- ☐ The Defendant (specify name) _____ is not employed by this Garnishee and the Garnishee requests dismissal of the garnishment.
- ☒ The Defendant (specify name) David A. Buckett is employed by this Garnishee, and the rate or basis of pay is 18.67 / hour paid Bi-weekly
- ☐ The Garnishee asserts that _____
- ☐ There are other attachments against this employee's wages, as follows: _____

Name and Address
of Court

Case
Number

Plaintiff's Name
and Address

Date
Attached

Amount of
Attachment

Aug. 25, 2018
Date

W. Clifford Taylor
Signature of Garnishee or Attorney

548-542-6955
Address
Telephone

To the Garnishee:

Send copies of completed Answer to the

- ☐ Plaintiff/Creditor
☒ Defendant/Debtor
☐ Court